

STACEY VYAS

March 9, 2007

Graham v. Best Buy Stores, L.P., et al.

Page 1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF OHIO
3 EASTERN DIVISION

4 MICHAEL GRAHAM,
5 Plaintiff,

6 vs. Case No. 1:06-CV-1532

7 BEST BUY STORES,
8 L.P., et al.,
9 Defendants.

10

- - - - -

11 Deposition of STACEY VYAS, a Witness
12 called by the Plaintiff for examination under
13 the Applicable Rules of Federal Civil Procedure,
14 taken before me, Cynthia A. Sullivan, a
15 Registered Professional Reporter and Notary
16 Public in and for the State of Ohio, pursuant to
17 notice and stipulations of counsel at the
18 offices of Schuster & Simmons, The Bevelin
19 House, 2913 Clinton Avenue, Cleveland, Ohio, on
20 Friday, March 9, 2007, at 9:00 a.m.

21

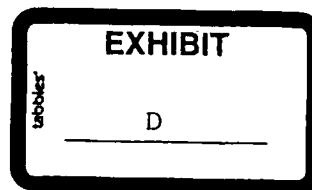
- - - - -

22

23

24

25



STACEY VYAS

March 9, 2007

Graham v. Best Buy Stores, L.P., et al.

Page 2

1 APPEARANCES:

2 On behalf of the Plaintiff:

3 Schuster & Simmons Co., L.P.A., by

4 KAMI D. ROWLES, ESQ.

5 The Bevelin House

6 2913 Clinton Avenue

7 Cleveland, Ohio 44113

8 (216) 348-1100

9

10 On behalf of the Defendants

11 Vorys, Sater, Seymour and Pease, LLP, by

12 DAVID A CAMPBELL, ESQ.

13 MATTHEW D. BESSER, ESQ.

14 2100 One Cleveland Center

15 1375 East Ninth Street

16 Cleveland, Ohio 44114

17 (216) 479-6100

18

19 -----

20 ALSO PRESENT:

21 Denise Meyer

22 -----

23

24

25

GORDON REPORTING, INC.

Phone 216.771.0717 - Toll Free 877.771.0717

STACEY VYAS

March 9, 2007

Graham v. Best Buy Stores, L.P., et al.

Page 3

1 STACEY VYAS, of lawful age, called for
2 examination, as provided by the Federal Rules of
3 Civil Procedure, being by me first duly sworn,
4 as hereinafter certified, deposed and said as
5 follows:

6 EXAMINATION OF STACEY VYAS

7 BY MS. ROWLES:

8 Q. Can you give your full name for the
9 record, please.

10 A. Stacey Lynn Vyas.

11 Q. Can you spell your last name for the
12 record.

13 A. V-Y-A-S.

14 Q. Have you ever been deposed before?

15 A. No.

16 Q. Have you ever been a party to a
17 lawsuit?

18 A. No.

19 Q. We'll just then go over some ground
20 rules for depositions. If I ask a question and
21 you don't hear or understand me, just let me
22 know, and I'll rephrase it or reask it. If you
23 answer a question, I'll assume that you've heard
24 it and understood the question; okay?

25 A. Okay.

1 Q. When you say on line, is that the
2 employee tool kit?

3 A. It's called EGO. I don't know if it
4 was EGO at that point, but whatever the
5 employees accessed. It had to be under employee
6 tool kit.

7 Q. Have you heard of the term open box?

8 A. Yes.

9 Q. What does open box refer to?

10 A. A unit that has been returned or
11 displayed, for some reason taken out of the box,
12 and it's not new or like new.

13 Q. Is that term used for any
14 merchandise in the Best Buy store that's taken
15 out of the box or packaging?

16 A. Yes.

17 Q. An open box item, if that would be
18 sold to the public, would it be sold at a
19 discount price?

20 A. Typically, yes.

21 Q. How would an employee discount be
22 applied to an open box item?

23 A. The employee discount was whatever
24 was less for the employee. So if it's an open
25 box item and the cost is reduced, the price is

1 reduced by 10 percent and that's cheaper than
2 the employee discount, then they will get the
3 cheaper of the two prices.

4 Q. Okay. What about the term closeout,
5 what does that mean?

6 A. Closeout is products that are older,
7 that we won't be carrying that model possibly
8 anymore, so they go to closeout, and once we
9 sell out of them, we don't get any more of them.

10 Q. Any closeout items, would those be
11 sold to the public at a discount?

12 A. Yes. They go -- they reduce the
13 price. I don't know what the process is, but
14 they continue to reduce the prices on them until
15 we sell out of them.

16 Q. How would the employee discount be
17 applied to a closeout item?

18 A. The same as an open item. So if the
19 employee discount was cheaper, they would get
20 the cheaper of the two prices.

21 Q. What about the term discontinued, is
22 that different from closeout?

23 A. No.

24 Q. So discontinued and closeout are
25 synonymous in Best Buy land?

STACEY VYAS

March 9, 2007

Graham v. Best Buy Stores, L.P., et al.

Page 32

1 pointed line, it says 30 percent off any
2 closeout or open box desktop, notebook, monitor,
3 or projector, and you can see it's for a limited
4 time, April 17th through 30th. Did employees
5 get a greater percentage off than their general
6 employee discount at certain times?

7 A. On occasion. It was very few and
8 far between.

9 Q. So this would be like a special?

10 A. This is an additional, yeah. This
11 is an additional discount that was given.

12 Q. This 30 percent off, would that be
13 in addition to an employee's regular discount
14 plus an extra 30 percent off or just a total of
15 30?

16 A. It would be a total of 30.

17 Q. On the second bulleted line it says,
18 have your manager approve the price on the open
19 box item. When you talk about the price, what
20 price are we talking about?

21 A. I can assume they were referring to
22 the discounted price.

23 Q. Well, don't assume. Do you know if
24 it was the discounted price?

25 A. I don't know.

STACEY VYAS

March 9, 2007

Graham v. Best Buy Stores, L.P., et al.

Page 33

1 Q. So if an employee wanted to buy an
2 open box desktop computer, they would take --
3 what would be the starting price, would it be
4 the discounted price for the public or the
5 retail price?

6 MR. CAMPBELL: If you know.

7 Q. Before the 30 percent was taken off.

8 A. I don't know.

9 Q. You don't know?

10 A. I don't know.

11 Q. Well, the third bulleted line says,
12 discount must be taken manually after the
13 employee price is entered. What would be the
14 employee price?

15 A. I don't know.

16 Q. What do they mean by tracking UPC?

17 A. I believe this UPC here, it has a
18 tracking number when you scan it.

19 MR. CAMPBELL: She's pointing to the
20 right on Exhibit B, the UPC code.

21 MS. ROWLES: Okay.

22 Q. Who would know the details about the
23 price, that the manager has to approve an
24 employee price, if you don't know?

25 A. I don't know.

1 Q. Down at the very bottom it says,
2 employee purchase policy rules apply for this
3 offer. What is being referred to here as the
4 employee purchase policy rules?

5 A. I don't know. I could assume that
6 it's who is eligible, but I don't know for sure.

7 Q. Well, I guess I'm confused. If
8 someone had a question, if an employee had a
9 question about this discount for them, this
10 30 percent off, who would they ask?

11 A. Their manager.

12 Q. So their manager would know what was
13 meant by the price they had to approve in the
14 employee price and where the employee purchase
15 policy rules are?

16 A. This looks like an accommodation
17 that was outside of the normal guidelines, so I
18 would assume they would go to their manager. I
19 don't know where their manager would have went
20 at that point.

21 Q. Why do you say it was outside the
22 normal guidelines?

23 A. It's not something that we do on a
24 normal basis.

25 Q. Best Buy as a whole as corporate

STACEY VYAS

March 9, 2007

Graham v. Best Buy Stores, L.P., et al.

Page 35

1 policy?

2 A. Yes. I would refer to my district.

3 I don't know what happens outside of my
4 district.

5 Q. This is outside what happens in the
6 norm in your district?

7 A. Yes.

8 Q. Why is it outside the norm?

9 A. It's above what a discount would be
10 for an employee.

11 Q. Who would have decided to do this
12 30 percent off special?

13 A. I don't know who decided on this.

14 Q. What would be normal, I guess,
15 because you're saying this is not generally
16 normal, what would be a normal employee
17 accommodation?

18 A. The employee discount.

19 Q. Just the general employee discount
20 they get?

21 A. Right.

22 Q. The fact that they are getting
23 greater than what they are generally entitled to
24 is not normal?

25 A. Right.

STACEY VYAS

March 9, 2007

Graham v. Best Buy Stores, L.P., et al.

Page 36

1 Q. Would the general manager of a store
2 have the authority to do something like this?

3 A. You know, I would -- the general
4 manager would probably partner with their
5 district manager before they would make a
6 decision like that.

7 Q. In your district in 2004 and 2005,
8 have you seen accommodations like this before?

9 A. I've never seen one like this
10 before.

11 Q. Have you seen other ones?

12 A. I've seen accommodations from
13 vendors.

14 Q. Okay. What are those?

15 A. Different vendors that work with
16 Best Buy like companies like Bose, satellite
17 radio companies, XM Radio, Sirius Radio, they
18 will provide accommodations for employees that
19 work for Best Buy.

20 Q. Any other types of accommodations?

21 A. Not that I can remember.

22 Q. The Best Buy policies on employee
23 accommodations, is that written down anywhere?

24 A. I don't know.

25 Q. Accommodations by vendors, would

1 refresh your recollection as to when you first
2 learned about the theft?

3 A. Could you say that again?

4 Q. Sure. That was a bad question.

5 Well, I'm just going to represent to you that
6 the theft occurred on May 9th.

7 A. Okay.

8 Q. How did you learn about the theft?

9 A. The loss prevention market manager,
10 Tim Collins, had told me about it.

11 Q. Why did he tell you about it?

12 A. I don't know. I mean, I think he
13 knew that Michael was terminated. I'm assuming
14 that's why he told me.

15 Q. Did he call you on the phone?

16 A. No. I think I saw him in our
17 office. He has an office right next to mine.

18 Q. So you saw him in the office, and he
19 said what to you?

20 A. I just remember him saying that
21 there was a theft that had occurred in two or
22 three of our stores right out of our registers
23 and that they had caught the individual on a
24 picture. They had a picture. I didn't see the
25 picture, but he said they had a picture, and

1 they thought it could have represented Michael
2 Graham, and they contacted the police. That's
3 really all the contact that I had with him.

4 Q. When you say there was a theft in
5 two or three of their stores, what other stores?

6 A. I remember Elyria being one of them,
7 and I don't remember the other two offhand.

8 Q. Were they in your district?

9 A. Yes. They were in the district.

10 Q. Prior to this alleged theft at the
11 Elyria store, were there problems with theft in
12 your district at the time?

13 A. Not that I recall.

14 Q. So Tim Collins, did he mention
15 Michael Graham by name during this conversation?

16 A. I believe he did, yes.

17 Q. What did you say back to him after
18 he told you?

19 A. I asked him if he had contacted the
20 Elyria police, and he said yeah. I just
21 remember him saying, yeah, they had already
22 contacted the police.

23 Q. Did you ask him any other questions?

24 A. No.

25 Q. Did you make any other statements to

1 A. Not that I remember.

2 Q. Were you personally contacted with
3 regard to Michael Graham's termination prior to
4 his being terminated?

5 A. You know, I don't remember.

6 Q. If you were contacted with regard to
7 the termination of Michael Graham, would you
8 have memorialized that anywhere?

9 A. Not that I know of, no.

10 - - - - -

11 (Thereupon, Plaintiff's Deposition
12 Exhibit E was marked for purposes
13 of identification.)

14 - - - - -

15 Q. Look through that document, and let
16 me know when you're done.

17 A. Okay.

18 Q. Can you identify it for me, please,
19 Exhibit E?

20 A. It's an e-mail from a Stephanie
21 Whitney regarding a complaint from Michael
22 Graham.

23 Q. Who is Stephanie Whitney?

24 A. She was -- I don't know what her
25 title was. She was an administrative assistant

1 Q. If you'll look in the first box, it
2 says final summary. The second sentence says,
3 after completing an investigation, Stacey found
4 that Michael was terminated for taking an open
5 item laptop and switching it with a display
6 laptop in order to receive a better price for
7 himself. What was your investigation?

8 A. I don't remember.

9 Q. You don't remember the investigation
10 that you did?

11 A. No.

12 Q. Do you remember would you have
13 documented what steps you took in the
14 investigation?

15 A. I don't know. I would think so. It
16 might have -- if it was just a phone
17 conversation that I had, I may not have. I may
18 have completed it at that time. I don't know.

19 Q. If there were other steps besides a
20 phone call that you could have documented, where
21 would you have documented that?

22 A. On this (indicating).

23 Q. Other than the one phone call we
24 talked about, do you remember doing anything
25 else with regards to investigating Mr. Graham's

1 termination?

2 A. I do not.

3 - - - - -

4 (Thereupon, Plaintiff's Deposition
5 Exhibit H was marked for purposes
6 of identification.)

7 - - - - -

8 Q. Read over that document, and let me
9 know when you're done.

10 A. Okay.

11 Q. Can you identify Exhibit H for me,
12 please?

13 A. It's a performance counseling record
14 for Michael Graham.

15 Q. If you look right underneath the
16 title of the form, the second sentence says, see
17 reverse for action step model. What are they
18 referring to by the action step model?

19 A. That there would be directions, if
20 you will, on the back of the performance record
21 to help the managers administer correctly.

22 Q. But what would be the action steps?
23 I mean, what are those?

24 A. I don't know what it said on the
25 back.

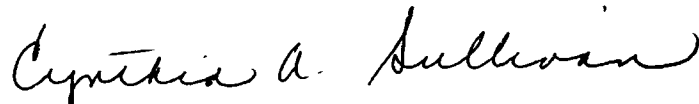
CERTIFICATE

1
2
3 State of Ohio,)
4) SS:
5 County of Cuyahoga.)
6
7
8

9 I, Cynthia A. Sullivan, a Notary Public
10 within and for the State of Ohio, duly
11 commissioned and qualified, do hereby certify
12 that the within named STACEY VYAS was by me
13 first duly sworn to testify to the truth, the
14 whole truth and nothing but the truth in the
15 cause aforesaid; that the testimony as above set
16 forth was by me reduced to stenotypy, afterwards
17 transcribed, and that the foregoing is a true
18 and correct transcription of the testimony.

14 I do further certify that this deposition
15 was taken at the time and place specified and
16 was completed without adjournment; that I am not
17 a relative or attorney for either party or
18 otherwise interested in the event of this
19 action. I am not, nor is the court reporting
20 firm with which I am affiliated, under a
21 contract as defined in Civil Rule 28(D).

19 IN WITNESS WHEREOF, I have hereunto set my
20 hand and affixed my seal of office at Cleveland,
21 Ohio, on this 21st day of July 2007.

22 
23

24 Cynthia A. Sullivan, Notary Public
25 Within and for the State of Ohio

My commission expires October 17, 2011.